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V. SPECIAL COLLECTIONS SYSTEM (SCS)

A. General Requirements

Contractor shall provide software, hardware, training, and technical support for SCS that provides the following functionality, features, and services at no additional expense to the SFMTA other than a Special Collection Fee:

1. Interface with the State of California DMV, out-of-state DMVs, and the District of Columbia consistent with state-specific data formats, plate types, and registration-update schedules.

2. Ability to assign Citations to different collection statuses according to SFMTA criteria and generate reports and collection invoices as directed by the SFMTA.

3. Track delinquent Citations and any event or transaction related to a Citation, including issuance of Notice of Delinquent Parking Violation, assignment to Special Collections, issuance of notices or other correspondence, registration holds on vehicles registered in California, reporting to a credit bureau or the California Franchise Tax Board, designation of a Citation as uncollectible, and other actions as directed by the SFMTA.

4. Daily PCPS update to record Citation events relevant to collections (for example, fully paid, partially paid, reduced, or dismissed Citations) within one (1) Business Day after the event.

5. Ability to generate notices and correspondence based on the category of a Citation (for example, in-state, out-of-state, fleet, rental, or fare evasion), age (for example, the number of days since issuance, the previous notice or a Disposition), or a specific event (for example, a bounced check).

6. Compliance with all Noticing, Processing Correspondence, and Mailing functions for Special Collections as required by this Agreement.

7. Compliance with all laws and regulations related to debt collection, including but not limited to the Fair Debt Collection Practices Act.

B. Collection Procedures

Within ninety (90) days of the Effective Date of the Agreement, Contractor shall submit a Collection Plan for SFMTA approval. Contractor shall implement new components to the Collection Plan within 90 days of request and approval by the SFMTA.

The Collection Plan shall include the following:

1. Credit Bureau Reporting: Utilize credit bureau reporting for delinquent or unpaid Citations after informing the debtor of the deadline for payment to avoid credit bureau reporting.

2. Franchise Tax Board: Report delinquent or unpaid Citations issued to California residents to the State of California Franchise Tax Board.

3. Telephone Calling by Third Party Collections Firm: Subcontract for debt collection services that involve telephoning debtors using both automated calling and live operators. All calling scripts and messages shall be approved in advance by the SFMTA.

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4. Billing Debtors for Collection Costs: As allowed by law Implement a program for assessment of collection costs for delinquent or unpaid Citations to debtors for payment.

5. Ability to generate collection invoices and reports that meet State of California and SFMTA requirements.

C. Out-Of-State Collections

For Citations issued to vehicles registered outside of the State of California, Contractor shall request Registered Owner information from the appropriate state DMV, update PCPS with the Registered Owner information, send out all required notices, and pursue payment from the Registered Owner in accordance with the terms of this Agreement.

Contractor's Out-of-State Collections procedure shall include the following requirements:

1. Maintain current and complete interface specifications requirements, plate types, registration renewal update schedules, and other critical processing information for out-of-state DMVs.

2. Acquire out-of-state DMV files, including updates, for states that makes such files available for purchase.

3. Recognize and accurately separate out-of-state registration records based on changes in ownership.

4. Obtain the Registered Owner's name and address from the appropriate state vehicle registry.

5. Ensure that all data fields required by an out-of state DMV are completely and accurately submitted.

6. If an out-of-state DMV return provides a valid match, ensure complete processing, tracking, and collection efforts for the Citation.

7. Issue Notices of Delinquent Parking Violation to Registered Owners and follow-up notices as recommended by Contractor and approved by SFMTA.

8. Check record counts, edit rejects, match rates, and match failures with each request and return cycle for each state.

9. Update PCPS with Registered Owner information.

10. Monitor changes to legal restrictions on the use of DMV data, such as the federal Driver's Privacy Protection Act, ensure compliance with any such requirements, and track how individual states implement federal requirements.

11. Issue reports to SFMTA to assist with documenting, monitoring, and processing oversight of Citations issued to out-of-state vehicles.

D. Miscellaneous Collections

Contractor shall review PCPS data on a weekly basis and assign all Citations that meet the SFMTA's designated criteria to Miscellaneous Collections. SFMTA has designated the criteria listed below for Citations to be assigned to Miscellaneous Collections. The categories of Citations assigned to Miscellaneous Collections shall be subject to amendment pursuant to written agreement by the parties. Any Citation Processing Fee or Special Collection Fee increase for additional categories of Miscellaneous Collections will require modification of this Agreement. SFMTA may opt to add additional

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categories at a collection rate not to exceed 34%. All notices and forms utilized by Contractor as part of its Miscellaneous Collections program are subject to prior approval by the SFMTA.

1. DMV Hold Rejects/Returned Transfers: Any unpaid Citation in which the request for DMV hold was rejected or the DMV hold was released after transfer of vehicle ownership information had been obtained from DMV.

2. Aged DMV Hold-By Expiration Date: Any Citation that has a DMV hold and remains unpaid if the interval between issuance date and registration expiration date is less than ninety (90) days, then the criterion is expiration date plus three hundred and sixty-five (365) days; if the interval between the issuance date and registration expiration date is more than ninety (90) days, then the criterion is the registration expiration date plus sixty (60) days; or if there is no registration expiration date, then the criterion is fourteen (14) months after issuance date.

3. Unpaid Citations Issued to Out-of-State Vehicles: Any Citation issued to a vehicle registered out-of-state that remains unpaid twenty-eight (28) days after issuance date

4. Returned Mail: Any unpaid Citation for which a notice has been returned by the U.S. Postal Service as undeliverable.

5. Registered Owner Information: Any unpaid Citation associated with a license plate in which Registered Owner information has not been returned from the DMV after at least four (4) requests within a two-month interval.

6. Declaration of Non-Ownership: Any unpaid Citation issued to a vehicle for which a declaration of non-ownership has been received and forty-five (45) days or more has elapsed since a notice requesting payment from the person identified as the new owner was sent.

7. Leased and Rented Vehicles: Any unpaid Citation issued to a leased or rented vehicle twenty-two (22) days after the issuance date. For a Citation not immediately identified as having been issued to a leased or rental vehicle, the Citation shall be assigned to Miscellaneous Collections after the lessee or renter name and address information has been entered into PCPS.

8. Make or Match Failure: Any Citation for which the vehicle make on the Citation does not match the vehicle make information on file with DMV.

E. Support Services

Contractor shall provide the following services to support Miscellaneous Collections:

1. Automatically review the PCPS database on a weekly basis and assign all Citations that meet the designated criteria to Miscellaneous Collections.

2. Determine and track noticing for each designated Miscellaneous Collections category.

3. Print and mail all notices required for Citations assigned to Miscellaneous Collections.

F. Customer Services Inquiries

1. Contractor shall provide a local telephone number and a toll-free number staffed by sufficient Customer service representatives to ensure that Customer calls will be answered within six rings, between the hours of 8 a.m. to 5 p.m. on Business Days

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unless otherwise directed by SFMTA. Contractor shall document Customer telephone calls including the date, time, nature of the call, and the information that was provided to the Customer.

2. Contractor shall respond to written inquiries submitted by Customers within ten (10) Business Days of receipt. All written correspondence shall be imaged.

3. Contractor shall have a documented escalation process to manage complaint processing.

G. Special Collections Administrative Reviews and Hearings

Contractor shall enter into PCPS and forward to the SFMTA any requests for Administrative Review or Hearing for Citations issued to out-of-state vehicles within two (2) Business Days. SFMTA can provide an Administrative Review or Hearing through written correspondence. The SFMTA will notify the Registered Owner and Contractor of the Disposition. If a refund is due, SFMTA will issue the refund to the Payor and will deduct the refund proportionately from the monthly payments owed by SFMTA to Contractor.

H. Purge of Records

Contractor shall submit to SFMTA an electronic and paper report of purged accounts in accordance with a purge schedule mutually agreed upon by the parties.

Contractor shall archive Citation records and related transaction records based on SFMTA-approved criteria including age, status, or Disposition. Contractor shall ensure that archived records can be retrieved and restored to the active PCPS database within seven (7) Business Days of request.

Contractor shall create specific Disposition codes and Suspension codes for Citations deemed uncollectible by Contractor after all required steps have been taken. Disposition and Suspension codes shall be applied either to an individual Citation by authorized Contractor staff or in batch mode based on SFMTA-approved criteria. Contractor shall produce reports to document Citations and Fines and Fees due as directed by the SFMTA.

I. Special Collection Fee (SCF)

SFMTA will pay Contractor a Special Collection Fee (SCF) on a monthly basis. Contractor shall provide a monthly invoice that includes all payments and adjustments for Citations assigned to Special Collections, including Citations assigned to Special Collections that are excluded from the Special Collections Fee and all adjustments for bounced checks, dismissals, refunds, and Special Collection Fee payment adjustments for prior months. The SCF payment amount due to Contractor shall be reduced by any SCF amount that was assessed in any prior month based on payments that are refunded and/or Citations that are dismissed. All adjustments shall be documented. Contractor shall deposit payments made by check or money order into the SFMTA's account within twenty-four (24) hours of receipt and no later than the next Business Day.

1. In order to determine the SCF amount, Contractor shall accurately access the eligibility of each Citation payment based on the following:

   a. SCF shall not be determined based on payments in excess of Fee and Fine amounts that are due to SFMTA (for example, Citation overpayments);

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    b. SCF shall not be determined based on payments falling within the Exclusions listed below;

    c. SCF shall not be based on outstanding unpaid Citation amounts when the Fines and Fees that have accrued for a Citation are partially paid. The PCPS shall be capable of tracking partial payments of Citations and the outstanding balance due as part of the Citation history;

2. SFMTA shall not pay a SCF to Contractor for the following situations:

    a. When Citations are collected as a result of collection efforts of the DMV

    b. When Citations are dismissed by SFMTA, the City, or a court; or

    c. When no collection activity has occurred within twelve (12) months prior to Citation payment after notices or correspondence have been returned by the U.S. Post Office as undeliverable.

J. **Notices and Reports**

Contractor shall, at a minimum, provide the following reports:

Notice Name	Frequency
Audit of Billable Payments	Monthly
Audit of Billable Payments (Detail)	Daily
Audit of Billable Payments (Detail)	Monthly
Audit of Billable Payments (Detail)	Daily, Monthly
Boot and Tow Eligible	Monthly
Collection Assignments by Category	Weekly, Monthly and FYTD
Collection Assignments by Category	Monthly, YTD
Collection Notice Effectiveness	Daily, with rolling totals
First Out of State Collection Notice	Monthly
Fourth Instate Collection Notice	Upon Request
Fourth Out of State Collection Notice	Upon Request
Franchise Tax Board—Warning	Annually
Franchise Tax Board—Warning	Annually
Make Match Failure	Quarterly
Notice Register	Daily
Provided on TASKE System performance reports from the ACD	Daily, Weekly, Monthly
Second Instate Collection Notice	Monthly
Second Out of State Collection Notice	Monthly
Second Rental Collection Notice	Bi-Weekly

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Third Instate Collection Notice	Monthly
Third Out of State Collection Notice	Monthly
Third Rental Collection Notice	On Request

The SFMTA reserves the right to request additional reports from Contractor as needed. Upon SFMTA request, Contractor shall provide the SFMTA a proposed report format and shall make the report available to the SFMTA within fifteen (15) business days after SFMTA approval of the report format unless the parties agree to a different time schedule.

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VI. GENERAL CMSCPS SYSTEM REQUIREMENTS

Except as otherwise expressly specified herein, Contractor, at its sole expense, shall provide all equipment, hardware, peripherals, (including but not limited to disk drives, memory, and network cards) necessary to administer the proposed OMS, PCPS and HWRS systems, known collectively as the CMSCPS. Software requirements pertinent to each system are detailed in other sections of the Scope of Work, as follows:

- HWRS – Section II.

- OMS – Section III.

- PCPS – Section IV.

Contractor shall also provide all support functions relating to the CPCMS as listed below.

A. Network Requirements

Contractor shall be responsible, at its sole expense, for developing and installing network connections and/or facilities that shall link the SFMTA Network to the CPSCMS. Contractor shall, at its sole expense, provide SFMTA any equipment, hardware, software or peripheral upgrades, which are necessary for effective use of Contractor's system. SFMTA must approve any hardware, software or peripheral upgrades before implementation. Contractor shall transition CPSCMS and associated applications to web-based versions within one (1) year of the Effective Date of the Agreement.

1. Workstation locations shall include the following:

   a. SFMTA Administration

   b. DPT Traffic Engineering

   c. Hearing and Citations Divisions (including Residential Parking Permits)

   d. Enforcement (3 Locations)

2. In addition, Contractor shall provide for additional connections including but not limited to:

   a. SFPD

   b. Towing Contractor

   c. Two additional workstations as requested by the SFMTA at any time during the term of the agreement

3. Contractor shall also provide the following:

   a. An alternative power supply for onsite servers provided to the SFMTA so that in the event of failure of the primary system disruption shall be minimized.

   b. Servers that have building UPS (uninterrupted power supply) and are stand alone units.

   c. Sufficient maintenance personnel so that in the event of hardware failure, diagnostic and corrective measures can begin immediately.

   d. Sufficient system, application and operations personnel so that in the event of system software failure, diagnostic and corrective measures can begin immediately and can be completed in a timely manner.

    e.   File backup and recovery procedures that can be used to restore or recover data; and

    f.   Backup units including PC workstations and communications system architecture so that the failure of any system component shall cause only a minimal disruption of services.

B. Wide Area Network (WAN) and Local Area Network (LAN) Requirements

1. Contractor shall incorporate the following into the proper functioning of the WAN:

   a. MPLS or current technology with high-speed T1 access lines

   b. Alternate MPLS Relay lines with carrier diversity and load balancing/auto failover based on PCPS applications

   c. Secured internet access for SFMTA employee review and Customer service.

   d. Cisco routers, Cisco PIX firewalls and VPN overlay for extranet connections.

2. Contractor shall incorporate the following into the proper functioning of the LAN:

   a. Maintenance and repair for all hardware components supplied under the Contract

   b. Installation and maintenance of all Contractor-provided project networks

   c. Daily checks of all critical LAN components to ensure maximum availability

   d. Complete network inventory control and documentation

   e. Scalable, redundant interconnectivity to the WAN for all users of the PCPS

   f. Telephone and online support and training for end users

C. Hardware Requirements

Contractor, with approval of the SFMTA's IT Division, may substitute more current hardware that is available at the time of installation.

1. Workstation Response Time

Response time shall be from the start of transmission from a workstation to the completion of a response display. The system shall measure and report workstation response time to SFMTA on a monthly basis. Contractor shall provide a workstation response time of three seconds from Contractor network to SFMTA network on average for all data entry, updates, deletions and indexed queries, between 8 a.m. and 5 p.m., Monday through Friday

2. Backup Connection

Contractor may suggest alternative backup options, but such options cannot be implemented without written approval by the SFMTA.

3. Error Corrections

Error corrections are defined as emergency actions taken to correct or repair hardware, including the processor(s), PCs or printers, or software anomalies having a negative impact on the operation or use of the system. Contractor shall correct, at no cost to SFMTA, all system malfunctions and errors. Contractor shall repair or correct any such malfunctions and errors that affect the collection of revenues by SFMTA within two (2) days of receipt of notice from the SFMTA.

4. Workstation Components and Locations

Workstation components and locations are detailed in the following tables:

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Table 1: HARDWARE REQUIREMENTS

Hardware Type	Manufacturer	Quantity
Parking Enforcement Workstation	IBM-Compatible	44
Parking Enforcement Laptop	IBM-Compatible	6
Parking Citation/RPP Workstation	IBM-Compatible	80
Hearings Workstation	IBM-Compatible	16
Parking Enforcement Printer	HP	16
Parking Citation/RPP Printer	HP	15
Receipt Printer	Epson	22
Hearings Printer	HP	3
Hearings Receipt Printer	Epson	3
3600 Series Router	Cisco	10
1700 Series Router	Cisco	10
Pix 515e Firewall	Cisco	10
3500 Series Switch	Cisco	2
2900 Series Switch	Cisco	8
Local Cache Fileserver	HP	2
R3000 UPS	HP	3
SureStore Tape Backup Unit/Library	HP	2

Table 2: DISTRIBUTION OF HARDWARE

SERVICE Functional Group	Workstation	Printer	
Parking Enforcement			
Director/Assistant Directors	5	5 laser	
Supervisors	24	6 laser	
Dispatch/Tow Desk	6	2 laser	
Boot/Scofflaw	4	1 laser	
IS Operations	4	1 laser	
Reception	1	1 laser	
TBD	6 (laptops)		
Parking Citation/RPP			
Walk-in Payment Window	17	14 receipt	
Parking Citation Accounting	6	2 laser	
Parking Citation Clerical Support	21	4 laser	
Administrative Review	14	3 laser	
PCPS Contract Administration	4	1 laser	
Parking Permit Review & Clerical	10	4 laser	
Parking Permit Accounting	4	1 laser	
Parking Permit Payment Windows	4	4 receipt	
Hearings	16	3 laser	
Parking Meter Collection, Repair and	0 (5)	0 (2)	*
SFMTA Management	0 (20)	0 (20)	*
Additional City Agencies	0 (10)	0 (10)	*
TOTAL	146	laser (34)	

*PCs and printers at these locations can be made to access Contractor's system via terminal emulation or other interface with solution provided by Contractor, and upon written approval by the SFMTA. The parentheses ( ) indicate how many terminals will be used at these functions or locations

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5. Contractor shall ensure that each workstation contains the following components.

   a. All PC equipment must be IBM PC-compatible, running Microsoft Windows XP professional with at least 2GB of memory.

   b. PC workstations with Intel Core Duo processors

   c. Windows XP Professional Operating System

   d. Monitor: 19" Flat Panel LCD

   e. Memory: 2 GB RAM

   f. Storage: 80 GB Hard Drive (7200 RPM ATA)

   g. Optical Device: 48 x 32 combo (DVD/CDROM) optical drive

   h. Video Card: Intel 3D Graphics, 64Mb, AGP-2x, DVI Output

   i. Network Card: 10/100/1000 Network Interface Card

   j. Mouse: MS Intellimouse, USB

   k. Keyboard: Windows keyboard, USB, 104 Key Standard

   l. External Ports: 1 serial, 4 USB 2.0 high-speed, 1 Parallel

   m. Hewlett-Packard laser printers capable of printing 35 pages per minute or faster, with workstation function key capabilities

6. Contractor shall ensure that each laptop contains the following components:

   a. All PC equipment must be IBM PC-compatible, running Microsoft Windows XP professional with at least 2GB of memory

   b. PC portable workstations with Intel Core 2 Duo Processors

   c. Windows XP Professional Operating System

   d. Monitor: 15.4 WSXGA LCD

   e. Memory: 2 GB RAM

   f. Storage: 160 GB Hard Drive (7200 RPM ATA)

   g. Optical Device: DVD/CDRW combo drive

   h. Video Card: ATI Mobility Radeion w/256 MB memory

   i. Network Card: Intel 10/100/1000 Gigabit Network Construction

   j. Keyboard: 104 Key Standard keyboard

   k. External Ports: 4 USB 2.0 high-speed, 1 – 13941, 1 – RJ45, 1 – HDMI, 1-VGA

D. CPSCMS System Support Functions

The following requirements apply to all components of the CPSCMS system:

1. **Technical Support**

   a. **General Requirements**

   Contractor shall be solely responsible for providing regular, ongoing maintenance of all network link server hardware and software supplied as part of its system the satisfaction of the SFMTA at no cost to City beyond the per-Citation price set forth in the Cost Proposal. Contractor shall provide access to technical staff who are available to come on-site to address issues during regular

Customer Services Hours (Monday-Friday, 8 a.m. to 5 p.m.) and as needed for emergencies upon request by the SFMTA.

b. Backup Support

Contractor shall also provide a central point of contact for all system users 24 hours a day, seven (7) days a week through a toll-free Network Operations Center (NOC). The NOC shall be staffed from 5 a.m. until 7 p.m. local San Francisco time. During hours that the NOC is not manned, our 24 hours-a-day, seven-days-a week computer operation's staff serves as backup support. NOC staff is on call if any problems arise that require their attention during off hours.

Contractor shall log any user issue. If the issue cannot be resolved immediately or through on-site technical personnel, Contractor shall, through the NOC issue a trouble ticket and assign the issue to the responsible support team. Contractor shall track issue until it is resolved and note the solution for future reference.

Contractor shall track and report on network uptime, response time, outage tracking and availability. Contractor shall track incidents by project, site and device, enabling technical personnel and SFMTA project management to diagnose outage or performance trends as well as the personnel performance of those tasked with remedying incidents.

Contractor shall manage the CMSCPS system through the following functions:

a. Monitoring the system for outages

b. Monitoring and evaluating system performance

c. Logging each problem and assigning it a system generated problem tracking number

d. Identifying and categorizing problems

e. Isolating a problem to a specific network hardware or software component

f. Determining the problem reference or severity (whether other users have the same problem and if a documented solution exists)

g. Forwarding the problem to an in-company support group or to an equipment or facilities vendor

h. Tracking problem resolution, escalating where necessary, and keeping users informed of the status of repair efforts

i. Closing open trouble calls

j. Generating a daily and/or monthly status report on repair efforts

k. Tracking and reporting on overall system availability. Report tracking shall include:

  i.   Problem status, by site

  ii. System response time

  iii. Systems availability

  iv. System repair time

Contractor shall promptly resolve at least 90 percent of all incoming calls through the NOC and diagnose an additional five percent of the calls that Contractor refers to equipment or facilities vendors. The remaining five percent of calls that require outside assistance shall be referred to Contractor's in-house support staff (operations,

host systems technical, database, and network) for further action, at Contractor's expense.

2. **Maintenance**

Contractor shall provide all maintenance service for all distributed technical hardware used for this Contract through its local systems specialist and service vendors. Contractor shall carry full service agreements 24 hours-a-day, seven days-a-week for network and server equipment, and normal business hours (Monday-Friday 8 a.m. to 5 p.m., excluding holidays) to cover all key equipment specified in the Contract. In addition to vendor maintenance support, Contractor shall have on-site systems support staff trained in equipment support, troubleshooting, and repair to perform on-site troubleshooting, repair, and restoration as necessary.

3. **Training and Manuals**

a. **Training**

Contractor shall provide SFMTA staff with all necessary training to efficiently and effectively use all functions of the CPSCMS systems and all Contractor-supplied equipment, hardware, software and peripherals. Training shall include the following:

i. Options for ongoing and "refresher" training of SFMTA staff currently in place in the Enforcement, Citations, Hearings and Contract Administration divisions.

ii. Options for incoming employees that will be provided within 30 days of their start date.

iii. A combination of classroom, small group, and hands-on training in the use of computer hardware and software.

iv. Training in the use and interpretation of the reports produced by the PCPS to City staff as designated, within 30 days of written request from SFMTA.

v. Quarterly notice of Training Plan reviews to SFMTA within 30 days after each quarter.

b. **Manuals and Documentation**

Contractor shall provide 25 copies of all documentation of the system hardware and software. SFMTA will agree as necessary to safeguard the property of Contractor, and documentation that is the property of Contractor will be returned on request.

Contractor shall provide up-to-date, detailed documentation relating to all operational aspects of using the system. This shall include, but is not limited to:

i. Detailed user manuals explaining each component of Contractor's system (within 90 days)

ii. Functional manuals, tailored to each processing unit, to explain the Contract's system as it relates to the job responsibilities of the particular user (within 180 days) and

iii. Contractor shall conduct a quarterly review of all manuals, with written notification of review sent to SFMTA Contract Administrator within 30 days after each quarter.

iv. Contractor shall update manuals within 30 days of notification by SFMTA of policy modifications or within 30 days after any new program implementation.

    c.   **Forms**

        i.   Forms and the various documents that shall be completed by the public to conduct routine matters involving the processing and adjudication of Citations. These forms are presently kept at the Citation and Hearing Divisions and include, but are not limited to:

        ii. Flyers with instructions on how to contest Citations

        iii. Untimely Requests for an Administrative Review Hearing Form and

        iv. Declarations of Non-Ownership

4. **Management Reporting**

Contractor shall provide flexible management reports for data analysis and oversight of Contractor's system to the satisfaction of the SFMTA. Contractor shall provide reports that include but are not limited to the following areas:

a. Program management

b. Performance standards

c. Operational statistics

d. Revenue and financial reporting

e. Management summary

f. Transactional reports

g. Reconciliation reports

h. Contract compliance

5. **Data Maintenance and Retrieval**

Contractor shall maintain data for all programs and systems within an integrated database, with relationships established to allow retrieval and update of related information across program areas in a flexible, efficient and error free manner to the satisfaction of the SFMTA. Contractor shall ensure that the system has maximum functional efficiencies and integrates systems and system elements.

6. **Testing**

Contractor shall test the CPCMS system to verify its capabilities according to the requirements of the Agreement to the satisfaction of the SFMTA. SFMTA shall actively participate in the testing and shall verify the functionality, accuracy and reliability of the CPSCMS system on the basis of test results, prior to system acceptance by the SFMTA.

7. **Flexibility of New Applications**

Contractor shall provide a CPSCMS system that accommodates the current Citation volume. In addition, Contractor shall ensure that the system shall has the flexibility to accommodate minor and major system modifications and enhancements; including but not limited to new data elements, new online query and processing screens, new online query capabilities, and new online and batch processing capabilities.

Contractor's CPSCMA system, subsystems, and system elements shall be able to accommodate changes, modifications or additions in a highly efficient and effective manner to the satisfaction of the SFMTA. Contractor's database design and software shall be sufficiently flexible and modular to accommodate easy, efficient, and effective modification or expansion of existing and new applications to the satisfaction of the SFMTA. Contractor shall take all precautions to eliminate or

minimize any risk to the performance or operation of existing applications and functions.

Contractor's shall be compensated for providing the CPSCMS in the per-Citation fee in the Cost Proposal, unless otherwise specified.

8. Staffing Plan

Contractor, and subcontractors who are responsible for more than 30% or more of the Scope of Work, shall provide at one (1) locally-based, dedicated person for ongoing full-time, on-site maintenance and support for the system. Contractor must include personnel with the ability to provide improvements and enhancement to the system.

Contractor shall maintain staffing levels approved as of the Effective Date of the Agreement through the Contract period, and augment staffing during periods with each Contract year and for special events, when requested by the SFMTA. Any substitutions in management staffing as noted by asterisk (*) below must be approved in writing by SFMTA in advance of the proposed substitution.   The staffing plan is listed in the table below:

Position	Current incumbent	Role	Dedicated to SF project
PRWT, VP	Alton Shaw	Corporate Oversight	No
ACS, VP	Rona Schmidt	Corporate Oversight	No
*ACS Program Manager	Doris Carlick	Overall Project Management	Yes
*PRWT Operations Manager	Annette Jones	Overall operations management	Yes
*PRWT Production Control Manager	Frances Forbus	Production control and Customer service	Yes
PRWT Business Analyst	Keren Li	Requirements, reports, new projects	Yes
ACS Business Analyst	Louie Ngo	Requirements, reports, new projects	Yes
Systems Specialist	Mark Santos	Local system support	Yes
Consultant(s)	TBD	As determined by SFMTA	1040 hours per year
Customer Service Representatives	Current staff of 5/volume driven	Special collections phones and correspondence	Yes (5)
Production control staff	Current staff of 5/volume driven	Quality control, imaging	Yes (5)
Administrative Support	Carmel Naraval	Office Management	Yes

9. Programming and Consulting

Contractor shall provide 1040 hours per year of management consulting services, the cost of which is included in the Citation Processing Fee. All consultants assigned by Contractor shall be subject to SFMTA approval. Contractor shall provide monthly reports on consulting hours used to include authorized expenses. Such consulting services, which shall be pre-approved by the SFMTA, may include but are not limited to:

a. Support for Enforcement Productivity Management (EPM) with emphasis on effective enforcement, including developing appropriate productivity benchmarks. This should include regular meetings with SFMTA's Contract Administrator, Director of Enforcement and key managers within the SFMTA.

    b.   Analytical support for developing enforcement strategies based on the best practices employed worldwide, meter planning and inventory control, and meter maintenance and repair operations. The consulting staff will conduct, or provide the technical support needed for the SFMTA to conduct field surveys, and provide reports on parking space occupancy, vehicle turnover and violation capture rates.

    c.   Extracting information from the parking Citation database to support parking management initiatives.

    d.   Assistance in preparing management reports and statistical analysis, including the development of new management reports and revisions to existing reports.

    e.   Providing training for EPM staff in parking management related topics.

    f.   An analysis of new technology and its applications to parking operations. Such analysis should include, but not be limited to: cost benefits of new technology, example organizations that have already implemented the new technology and appropriateness of new technology to SFMTA's processes and operations.

10. Reimbursable Staff Position

The Contractor shall reimburse SFMTA salary and benefits for a Help-Desk Representative for an IS Engineer for an amount not to exceed $97,320 in the first year of the Contract, as per SFMTA's Civil Service Commission classifications. Contractor shall also pay any applied annual CPI increases in an amount not to exceed 3 %. The position will be used to support all hardware and software support functions related to the Contract. SFMTA will be responsible for selecting and managing the staff person.

E. Audits; Inspection of Records

1. Annual Audits:

Contractor shall ensure that the system shall be self-auditing and shall have the capability of providing instantaneous data for facilitating audits conducted by SFMTA and County of San Francisco and/or its agents. Contractor shall provide audited financial information of the system in accordance with General Accepted Accounting Principles applied on a consistent basis from year to year or as required by SFMTA. Such audited financial information shall be certified by a CPA who shall be authorized by prior approval of City Controller. Contractor shall keep proper books of records and accounts of the system. Such books and records of accounts shall at all times be maintained by Contractor, and shall be subject to inspection of SFMTA and/or its agents at reasonable hours and under reasonable conditions.

2. Records

Contractor shall maintain all Records in accordance with generally accepted accounting principles. All Records shall be maintained throughout the term of this Agreement at Contractor's San Francisco office and shall be maintained for five years following termination or expiration of this Agreement in a safe and secure location within the San Francisco Bay Area.

3. Financial Reconciliation:

Contract shall ensure that all moneys deposited to SFMTA are balanced to revenue reports based on the Citations paid and Fees collected as reflected on Contractor's system. Contractor shall immediately research and resolve any discrepancies between processing logs/worksheets and database tools. Contractor shall note any such problems on the reconciliation worksheet. Contractor shall provide

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reconciliation and balancing report that is approved by the SFMTA and City Controller.

Contractor must prepare a report on revenue distribution that is balanced to the manual totals each day from all cashiering activities and mail-in payments. All categories of payment are to be balanced, such as the bad check Fees, boot Fees, preferential parking revenues and Citation payment revenues. In addition, all payment types shall be balanced, i.e. checks, money orders, etc.

Contractor must also reconcile all Citation payments collected by DMV, including balancing the amount collection with the transactions applied to the PCPS.

A selected staff member of Contractor, approved by the SFMTA, shall be required to perform and monitor all financial corrections and adjustment transactions applied to the system. These corrections include bad check processing that the application of funds from one Citation to another. Full documentation shall be created and filed to provide complete financial control over all exception processing.

4. **SFMTA's Right to Inspect and Copy.**

Any duly authorized agent of SFMTA will have the right to examine and/or copy all Records at any time during normal business hours, provided that Contractor shall be allowed at least 48 hours after SFMTA identifies Records it wishes to copy to mark any such Records as confidential or proprietary. Records created or maintained in an electronic format shall be available to the SFMTA and its agents for examination and/or copying in an electronic format.

5. **Operations and Performance Audits.**

Contractor must cooperate fully with the performance by SFMTA or its agents of Contract Performance and Operations Audits. A Contract Performance Audit may examine any and all aspects of Contractor's obligations under this Agreement. An Operations Audit may examine the quality and effectiveness of Contractor's organizational Structure, internal controls, financial reporting and business practices. SFMTA may require each type of audit no more than once per calendar year. SFMTA shall provide Contractor with 15 Days' notice of any audit to be performed under this Section. The State of California or any federal agency having an interest in the subject matter of this Agreement will have the same rights conferred upon SFMTA by this Section.

6. **Findings of Nonperformance.**

In the event that any audit conducted results in a determination that Contractor has failed to perform any material term of this Agreement, SFMTA will issue a written Finding of Nonperformance to Contractor. Such Finding of Nonperformance will include a calculation of liquidated damages for Contractor's failure to perform, using the measure of Liquidated Damages. The Finding of Nonperformance shall also include a reasonable period of time for Contractor to cure any listed performance failures that are subject to liquidated damages Contractor's failure to cure may result in a notice of default pursuant to Section 20. Liquidated damages may not be assessed in a Finding of Nonperformance for any incident for which liquidated damages have already been assessed pursuant to Section 19. Any failure of City to list any violation of the terms of this Agreement in the Finding of Nonperformance shall not constitute a waiver of the City's right to impose any other right or remedy that it has under this Agreement or applicable law with respect to that violation.

F. **Security**

Contractor shall provide complete security for the protection of both physical items and data. Security includes the protection of physical items such as files, communication

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networks, cash, checks, and Citations. Security shall also include guarding non-physical items, such as the confidentiality of data.

1. **CMSCPS Security**

    Contractor shall provide for the following measures for SFMTA staff using CMSCPS related hardware, software and support services:

    a. Restricted access to the system by time of day

    b. Restricted access based upon proper authorization

    c. Unique user access identification that shall be changed at periodic intervals

    d. Backup records of virtually every update transaction

    e. Transaction histories with date, time and identification of every transaction

    f. Strict control and reconciliation procedures for every system update

    g. Control of dial-up access to the system and

    h. Virus detection and control

    Security for CMSCPS system access and printed materials maintained on Contractor's premises include but are not limited to the following:

    i. MS-Windows and Contractor software system logon IDs that follow all corporate and data center access rules and approvals

    j. Password lock on all PCs following inactivity

    k. Anti-virus controls and automatic virus definition updates on all PCs

    l. USB ports on all non-management PCs are disabled to prevent saving Personally Identifiable Information (PII) data to local hard drives from Contractor software system or the CA DMV

    m. All staff are required to sign CA DMV privacy agreements upon hire and on an annual basis

    n. Backup tapes for the server are stored in a locked safe in the locked server room until monthly pickup by Contractor's offsite storage vendor

    o. 'End of day' procedures to ensure that no sensitive printed or system information is accessible

    p. Printed material is disposed for shredding by an outside security vendor

    q. Files are locked outside normal business hours

    r. Couriers sign a log in production control to track deliveries each time they enter the premises

2. **Physical Security**

    Contractor shall maintain a local facility to support SFMTA's CPSCMS functioning, including: project management, operations management, WAN equipment, data requests, local systems support, production control, workflow imaging, tow noticing, and special collections Customer service and correspondence.

    Contractor's facility shall have a full-time onsite building manager and security staff to provide a first line of security -- all visitors must sign-in and sign-out with identification verification. A building management-issued pass is required to gain entrance during non-business hours and days.

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Contractor shall ensure that building security features are in operation, including but no limited to:

a. Meeting all City of San Francisco building and fire code requirements

b. 24-hours-a-day, seven-days-a-week security

c. Visitors entering or leaving the building during business hours must sign-in and sign-out with identification verification

d. Equipment removal passes required

e. A sprinkler system for fire protection

f. Regularly scheduled evacuation drills

Security features within Contractor's office space shall include but are not limited to:

g. Entry doors that are controlled through keypad access outside business hours, Monday through Friday, 8:00 a.m. through 5:00 p.m.

h. Office access controlled through a single entrance during regular business hours, Monday through Friday, 8:00 a.m. through 5:00 p.m.

i. Visitors sign in at reception

j. Heat/smoke sensors

k. Handheld fire extinguishers placed throughout the floor, including one in the server room

l. Locked server room

m. An office security manager and safety director to maintain office security and safety manuals.

n. A Safety and Security Guide that is issued to each new Contractor employee.

o. New employee training sessions to inform all staff of security and safety processes and procedures.

p. Annual refresher meetings remind staff of security issues and present new information.

G. Disaster Recovery

Contractor shall have a detailed disaster recovery backup plan that addresses four areas of concern: Backup and off-site storage of all media, Maintenance, repair and restore processes to minimize disruption of service, alternate processing arrangements in the event of a catastrophe and periodic testing of emergency procedures. Contractor shall document disaster procedures in a Disaster Plan that shall be available for review by the SFMTA within sixty (60) days of the Effective Date of the Agreement.

1. Data Backup, Off-site Storage and Recovery

Contractor shall ensure that the following tasks are completed:

a) Backup copies of all media are made weekly and daily, as designated by the SFMTA.

b) Backup copies of all media are delivered and stored at a designated off-site facility within 24 hours of completion of save process

c) Daily incremental backups are taken of every non-database dataset which has been revised since the last backup (including but not limited to: operating software, source code, procedures, copy, and transaction libraries).

d) Manage and maintain an Automated Protection Log Control System that records all information pertaining to the PCPS database protection copy operations that would be needed for an on-site or off-site recovery operation.

2. Maintenance, Repair and Restore Processes

To minimize disruption of service, Contractor shall:

a. Ensure that hardware vendor maintenance support Contracts provide on-going preventive maintenance and response to hardware problems within four hours for any component failure 24 hours per day, 7 days per week.

b. For any hardware component for which vendor Contracts are not available, Contractor shall have third party maintenance personnel access to guarantee uninterrupted service to SFMTA.

c. The data center provides permanent office space for field engineering and support personnel for its primary hardware vendors including IBM, EMC, and Amdahl. These vendors maintain a complete spare parts inventory on-site at the data center.

d. Contractor shall monitor software that performs regular diagnostics, reports any irregularities, notifies field support personnel and schedules preemptive maintenance in advance of the onset of a hardware failure.

3. Alternate Processing Arrangements

Contractor shall have a Disaster Recovery Plan available within sixty (60) days of the Effective Date of the Agreement. The plan shall include the following components:

a. An action plan

b. Notification procedures to execute the plan

c. Assigned and trained disaster recovery team

d. All necessary resources (backup site, vault, transportation, etc.)

e. Logistics needed to implement plan

f. Directions to the backup facility

g. Reporting and communication structure

h. Identification and retrieval of backup files and supplies

i. List of all team members and their assignments

A copy of the disaster plan shall, upon receipt, be included as Appendix G to the Contract.

4. Periodic Testing of Emergency Procedures

Contractor shall conduct an annual review of the Disaster Recovery Plan that ensures that the plan remains current and responsive to changes in technology, environment, personnel, and business considerations. Contractor shall notify the SFMTA's Contract Administrator in writing of the results of the annual review, and note any modifications to the plan.

5. Contractor's Remote Facility

Contractor shall, through its remote facility located at Tarrytown, NY, provide a complete and comprehensive back-up of all system and files and alternative processing arrangements. The Disaster Recovery Plan shall address the following actions and resources necessary to restore systems and data as soon as possible:

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a. Established procedures for the back-up of all software, computer programs, files, and computerized procedures

b. Off-site duplication of all software, computer programs, files, and computerized procedures

c. Service agreements and procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service

d. Alternate processing arrangements in the event of severe damage to facilities

e. Periodic and comprehensive testing of emergency procedures

f. Full weekly back-ups and incremental daily back-ups of all computer programs, software, and files

g. Back-up copies are delivered and stored at a designated off-site facility within 24 hours of the completion of the save process

H. Exit Clause

Contractor agrees that SFMTA will own all data collected and maintained by the system upon termination or expiration of the Contract. Following termination or expiration of the Contract, Contractor shall provide to SFMTA all data in a readable electronic form determined by agreement of both parties. Contractor also shall agree to make available to escrow all application source code necessary to operate the system during the Contract term at no cost to SFMTA.

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VII. SERVICE ENHANCEMENTS

The following services are optional. Should the SFMTA opt to implement any service, the SFMTA will notify Contractor to prepare a plan for implementation, along with specific costs. Costs shall not exceed the amounts referenced below. Contractor shall submit the implementation plan within a specified number of days after written authorization from the SFMTA to proceed, as noted below for each item.

A. Marketing And Revenue Generation Program (MRGP)

Following Contract award, SFMTA staff will meet with Contractor to determine the framework of what is allowable under SFMTA policies and guidelines relative to third-party marketing and advertising.

Within 180 days of written notification to proceed from the SFMTA, Contractor shall submit a Marketing Plan. Upon SFMTA approval of the Marketing Plan, Contractor shall implement the plan. Any advertising conducted by Contractor pursuant to this agreement shall be consistent with the SFMTA's advertising policy. Net revenue derived from the implementation of the Marketing Plan shall be allocated 70% to SFMTA and 30% to Contractor.

SFMTA will jointly determine specific advertising techniques with Contractor. Examples of the types of advertising offered include but are not limited to:

1. In-statement advertising, such as flyers, included with notices, correspondence or permit renewal letters

2. Tear-off type ads on remittance envelopes

3. Ads printed on meter and Muni Pass cards and/or sleeves

4. Banner ads on payment or parking information website

5. Ads on cashiering receipts or pay by web receipts printed by citizens

B. Electronic Residential Parking Permits

Within 120 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall integrate RFID permits with the PCPS RPP subsystem. Contractor's RFID card shall be capable of being programmed with a permit type, and of being programmed with another permit type and the user's permit status changes without replacing the user's card.

Contractor's permit reading application shall be capable of being installed on the new (2010) Handheld Units. Contractor shall ensure that through the system, Customers will be able to keep a single permit and renew, change, or update permits in person, by mail or online.

Cost Estimate:

The project shall not exceed $50,000 in total costs. Contractor estimates that the ongoing transaction cost for the program shall be $10 per new permit issued and $5.00 per permit renewal. The implementation price for the project, including development of the RFID permit, modification of the website, integration with the PCPS RPP subsystem, and enabling of the Handheld application will be $150 per hour, with the total not to exceed $50,000, as stated above.

C. Electronic Boot Removal System

Within 90 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall provide a pilot program for vehicle boots that are capable of being released by the Customer by calling a toll-free number that must be available 24 hours per day, 7 days a week. Contractor shall ensure that the Customer will be able to pay Fines and Fees with a credit or debit card, or check-by- phone.

Upon payment, Contractor shall provide the Customer a numerical code to unlock the boot, which can then be delivered by the driver to a location specified by the SFMTA.

Cost Estimate:

Pricing for the program shall not exceed $100 per vehicle booted, including all equipment and replacement equipment. A 30 boot pilot program is offered for four months. There will be an $80,000 termination fee to cover vendor expenses, only if the program is not subsequently implemented.

D. Paint Shop and Regulatory Sign Inventory System

Within 90 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall modify the current work-order system to capture inventory and display the information on a series of pages. Contractor shall ensure that the primary display screen shall include search capabilities based on sign/paint type against the inventory table for the user to find the proper location to create a work order. SFMTA will define what reports are required under the system.

Prior to implementation of the system, SFMTA will do the following:

1. Conduct a full inventory of the signs, paint, and poles with location information, sign type or paint color, sign text, and GPS coordinates and provide that inventory in a loadable electronic format

2. Maintain the inventory on a daily basis and upload changes to the system electronically as needed

3. Provide Contractor with an electronic list of all possible sign types with associated text, all possible pole types, and all possible paint type configurations to be added to the appropriate system tables

4. Estimate number of signs, poles, and painted surfaces to be tracked

5. Estimate number of inventory changes per year

6. Estimate number of work orders per year

7. Estimate number of sign, pole, and paint types

Cost Estimate:

Contract shall charge the programming price of $150 an hour, not to exceed $60,000 for project development.

E. Additional Equipment Options

1. Addition of at least 80 Handheld Units for Transit Violation Enforcement

Within 90 days of written notification to proceed from the SFMTA, Contractor shall provide Handheld Units as specified below, Contractor shall provide two base units, both of which can be used with Extech Printers and Pocket PEO Software. Contractor shall provide programming of Pocket PEO software to accommodate the new Transit ticket format.

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Cost Estimate:

Prices are based on 80 Units and are inclusive of printer, warranty, and programming costs. Contractor shall charge the following rates, dependent on which Handheld Unit the SFMTA chooses:

a. Symbol MC9090 = $6,100 per Handheld. Includes base Unit with camera, spare lithium battery, holster, 4 slot Ethernet cradle, DC and AC line cords, cameo 3 w/ Bluetooth, shoulder strap, quad battery charger, boot, cameo 3 spare battery, pen cleaning kit printer, and three year warranty upgrade.

b. Intermec 751B = $6,430 per Handheld. Includes base Unit with camera, multi-dock switch, spare battery, universal power supply, AC power cord, holster, cameo 3 w/ Bluetooth, shoulder strap, quad battery charger, boot, cameo 3 spare battery, pen cleaning kit printer, and three year warranty upgrade.

2. **Cameras and processing for Sweepers and Buses**

Within 90 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall implement a plan for providing LPR (license plate recognition) cameras for sweepers and buses. Contractor's system shall integrate with a photo enforcement backend system. Contractor shall provide the following system functions:

a. Automated detection of an illegally parked vehicle

b. Automated camera initiation,

c. LPR interpretation of license plate number and capture of location, date, and time.

d. Ability to upload violation images and data to the photo enforcement backend system where images can be manually reviewed, additional data can be entered, and the Citation can be either approved or disapproved.

e. Mail approved violation notices to registered owners.

Cost Estimate:

The price for a purchase of 100 cameras including installation shall be not more than $32,000 per camera. Integration and development work is charged at $150 per programming hour, not to exceed $25,000.

For cameras on buses: If SFMTA opts to have Contractor process the Citations using the photo enforcement backend system, Contractor and SFMTA will negotiate a monthly processing fee depending on SFMTA requirements.

For cameras on sweepers: Contractors and SFMTA will negotiate a per Citation fee increase or a monthly processing fee depending on SFMTA processing requirements.

3. **Kiosks in City Offices**

Within 60 days of written notification to proceed from the SFMTA, following SFMTA approval of specifications, Contractor shall provide payment kiosks which are capable of accepting payments for parking violations or parking permits, printing receipts, providing balance information, and dispensing permits. Contractor shall ensure that kiosks can perform the following functions:

a. Process other municipal or third party payments.

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    b. Accept cash, check (using an in-line check reader or check scanner), credit card, and debit card payments.

Cost Estimate:

Kiosk costs include integration with PCPS, software customization to San Francisco's parking program, and installation.

The price per kiosk shall not exceed $13,000, with a monthly monitoring fee of $60 per month per kiosk, and a $2 per transaction fee.

SFMTA and Contractor shall negotiate any additional communication costs required to support the kiosks and recurring per transaction credit card clearing fees.

Contractor shall not be responsible for any credit card processing fees.

4. Additional Scanners

Based on volumes (TBD), Contractor will install a scanner(s) and implement the "scan additional" feature in workflow after Contract signing within 30 days of signed off specifications. The cost is approximately $13,000 for the first scanner (including 50 hours in programming @ $150 per hour). The price for additional scanners is approximately $5,500 per scanner.

F. Point of Sale

Within 60 days of written notification to proceed from the SFMTA, following approval of SFMTA specifications, Contractor shall provide equipment and systems development for utilizing PCPS cashiering for various SFMTA "media" sales at various locations.

Cost Estimate:

Price will be at $150 per programming hour not to exceed $10,000 . Contractor and cost of equipment, if purchased by Contractor.

G. OMS Data Entry

Within 15 days of SFMTA's written request, and with written instructions provided by SFMTA enforcement, Contractor shall provide data entry services for handwritten daily field activity logs for Enforcement, at a cost of $3.00 per log. Contractor shall enter daily logs into the system within three (3) business days of receipt.

H. Taxi Permits

Contractor shall develop a subsystem to process taxi permits based on SFMTA specifications.

Within 90 days of SFMTA's written request, Contractor will develop a plan for a taxi permitting system that will: track all permit types, new and renewal; provide noticing as required; provide financial data; track payments collected and due; and generate reports as specified by the SFMTA.

Price will be at $150 per programming hour not to exceed $50,000.

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VIII. NOTICES AND CORRESPONDENCE

Contractor shall develop and manage the controls exercised by PCPS to provide a notice and correspondence program that is accurate and timely to the satisfaction of the SFMTA. SFMTA must approve in writing all letters, forms, notices, other documents, and procedures used by Contractor. Contractor may recommend generating additional notices or correspondence to Customers. However, prior to adopting any changes, Contractor shall explain in writing the benefits and costs of such changes and obtain prior written approval from the SFMTA before implementation.

The program shall provide the following Citation notice and correspondence functions:

A. Print and mail all notices and correspondence required to support PCPS.

B. Provide an image management system that tracks and processes incoming correspondence and permits viewing of scanned correspondence to support SFMTA and Customer service operations to the satisfaction of the SFMTA.

C. Provide an automated correspondence function that allows SFMTA staff to automatically generate form letters to the satisfaction of the SFMTA.

D. Implement system controls to provide accurate and timely notices and correspondence that incorporate industry-specific design and mailing techniques to the satisfaction of the SFMTA.

E. Provide a complete audit trail for all notices and correspondence to the satisfaction of the SFMTA.

F. Notice Selection

Contractor shall ensure that the PCPS provides the flexibility to accommodate time-based as well as criteria-based selection variables to generate specific types of notices such as notices based on VLN and Citation number. Contractor shall make variable text modifications as directed by the SFMTA. Such modifications shall be completed within ten (10) Business Days after final written approval by the SFMTA Contract Administrator.

Contractor shall maintain a three (3) month supply of pre-printed forms. Prior to re-order Contractor shall notify SFMTA and request that any modifications to forms be submitted by the SFMTA within ten (10) Business Days of notification.. Contractor shall complete modifications to pre-printed forms within thirty (30) calendar days after final written approval by the SFMTA.

Contractor shall provide the notices and correspondence listed below and accommodate further modifications to the list that are required by state law or enhance revenue collections efforts as directed by the SFMTA.

SFMTA Notices to be Generated by Contractor	
Notice Name	Frequency
First Instate Notice (NDPV)	Daily
Second (DMV Hold) Instate Notice	Daily
First Rental Notice	Weekly
Fare Evasion Notice No. 1, 2, 3, 4	Weekly
First Out of State Notice	Weekly

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G. Notice Printing and Mailing

Contractor shall be responsible for the cost of generating and printing the first two notices mailed as required by this Agreement, for Parking Citations Processing, RPP Processing and Fare Evasion Processing and the quality of each notice generated. At a minimum, Contractor shall check for alignment, print quality, correct form, and correct run date and ensure that all required information is included.

Contractor shall comply with all U.S. Postal Service requirements applicable to pre-sorting, bar coding, and first class mail including the U.S. Postal Service's "Domestic Mail Manual."

H. Postage Costs

Contractor shall be responsible for all postage costs, including postage costs associated with placing holds on vehicle registration renewals with the California DMV and out-of-state DMVs, mailing of the first two notices of delinquency, Administrative Adjudication Program notices, tow notices, Special Collection notices, and correspondence associated with the PCPS and RPPS systems.

I. Notice Research and Reporting

Contractor shall ensure that the PCPS is able to research specific notice runs, individual notice record information, and response rate or payment return rate to the satisfaction of the SFMTA. In addition, Contractor shall ensure that the PCPS has the ability to support an online, real-time review of all notice activity by type of notice.

Contractor shall provide daily and weekly management reports that track all notices and responses to the satisfaction of the SFMTA.

Contractor shall provide summary data for each notice run and detailed information for each notice for the preceding twelve (12) months within one (1) Business Day of SFMTA's request.

J. Notice of Delinquent Parking Violation

Contractor shall generate Notices of Delinquent Parking Violation that include but is not limited to the following information:

1. The procedure for challenging a Citation by mail;

2. The address to which Payment should be mailed;

3. Instructions for credit card payments via the telephone or internet;

4. The date on which a late penalty will be added to the Citation amount and the amount that will be added;

5. Statement that the Registered Owner assumes responsibility for ensuring that Payment is received before the due date;

6. All appropriate and required warnings regarding actions that will effect a Customer's credit rating or vehicle registration fees;

7. The toll free telephone number and hours of operation for Customer service inquiries; and

8. Any other information required by the SFMTA or state law.

K. Correspondence

Contractor shall forward to SFMTA all correspondence that requires SFMTA response on a weekly basis.

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IX. PERFORMANCE REQUIREMENTS AND CONTRACT LIQUIDATED DAMAGES

Certain levels of operation shall be met by Contractor to ensure satisfactory service to SFMTA and the public. It is the responsibility of Contractor to provide SFMTA with appropriate management information reports that will enable SFMTA to monitor all of the service levels. Contractor shall maintain records sufficient for SFMTA to audit and substantiate compliance with all monitoring requirements.

Each service level has a corresponding credit to SFMTA for non-compliance. All credits will be deducted from any amount payable pursuant to Contractor's monthly statement for the month in which the service level was not fulfilled.

Additional credits for non-compliance detailed in this section are intended to encourage Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect SFMTA's option to terminate this Contract for failure to comply with service levels.

A. Handheld Ticket Writing and Reporting System (HWRS)

1. Failure of the system to maintain security data will result in a credit to SFMTA of $500 per incident. (§ II.H)

2. Failure of Contractor to ensure the integrity of the transmission and reconciliation of the number of Citations transmitted with the number received and processed will result in a credit to SFMTA of $500 per incident (§ II.G).

3. Failure of Contractor to provide a schedule for implementation of the Field Maintenance Request component within 90 days of receipt of specifications from SFMTA's Enforcement Division will result in a credit to the SFMTA of $500 per Business Day delay. (§ II.I)

4. Failure of Contractor's HWRS system to transmit Field Maintenance Requests through the Handheld Units will result in a credit to SFMTA of $500 per incident. (§ II.I)

5. Failure of Contractor to have the HWRS and PCPS systems operate in an integrated fashion 97% of the time within a given calendar month will result in a credit to SFMTA of 10% of the Contractor's invoice amount for any incident that exceeds the 3% allowance for failure of HWRS-PCPS integration within a given billing month. (§ II.F)

6. Failure of Contractor to follow the Handheld Equipment Replacement Schedule (§ II.D) as outlined in the Contract will result in a credit to the SFMTA of $500 per Business Day delay.

B. Officer Management System

Failure of Contractor to provide the Officer Management System in accordance with Contract specifications within 90 days of SFMTA's written approval will result in a credit to SFMTA of $10,000 for each Business Day delayed unless a written extension of the deadline for providing OMS is granted by SFMTA. (§ III.B1)

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C. Parking Citation Processing System (PCPS)

1. Failure of Contractor to enter Handwritten Citation data into the system within two (2) Business Days of receipt will result in a credit to SFMTA of $1,000 per Business Day delay. (§ IV.D.2)

2. Failure of Contractor to review and resubmit those Citations that do not successfully update for update processing within one (2) Business Days will result in a credit to SFMTA of $1,000 per Business Day delay. (§ IV.D.2)

3. Failure to update new handwritten Citations to the computer database within two (2) Business Days of receipt will result in a credit to SFMTA of $1,000 per Business Day delay. (§ IV.D.3)

4. Failure to mail a Citation to the Registered Owner within ten (10) days of Citation issuance, upon receipt of said Citation from SFMTA within two (2) Business Days of issuance to a vehicle that leaves the scene of a violation, will result in a credit to SFMTA of $1,000 Business Day of delay. This credit will not apply if the CA DMV fails to provide Registered Owner information for the Citation's license plate. (§IV.B)

5. Failure of Contractor to provide a readable reproduction of a Citation or any legally required supporting documentation to a Customer or the SFMTA, including for an Administrative Review, Administrative Hearing, or De Novo Hearing within three (3) Business Days of request (excluding archived records) will result in a credit to the SFMTA of $1,000 per Business Day of delay. (§IV.E.1.e)

6. Failure of Contractor to achieve an availability level of 96% for any individual calendar month, except in case of a Disaster Recovery Event, will result in a credit to SFMTA based on the percentage of difference between the criteria and the actual percentage of availability, multiplied by Contractor's Per Ticket Fee basis for the month (§ IV.I.6).

7. Failure of Contractor system to restore archived records to the database within seven (7) Business Days after receipt of a request from the SFMTA will result in a credit to the SFMTA of $100 per occurrence. (§IV.C.3.d)

8. Failure of Contractor to provide on-demand an electronic facsimile of all Citations generated by Handheld Units within two (2) Business Days of receipt will result in a credit to the SFMTA of $100 per occurrence. (§IV.C.2)

9. Failure of Contractor to request California Registered Owner information within three (3) Business Days of a new Citation record being updated or entered into the database will result in a credit to the SFMTA of $100 per occurrence. (§IV.E.1.e)

10. Contractor shall ensure that the equipment and hardware shall operate in a real-time mode, and provide the capability of accepting Citation payments during periods when data communication lines are temporarily inactive. Failure of Contractor's system to transfer transactions to the processing database within fifteen (15) minutes after data communication lines are restored will result in a credit to the SFMTA of $100 per 15-minute period of delay. (§IV.H)

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D. Maintenance of Records

1. Audit Trail

Failure to produce any documentation of Citation payment history instantly upon SFMTA request will result in a credit to SFMTA of $25 per occurrence and an additional $50 credit for each additional Business Day. (§ IV.I.4)

2. Back-up Software

Failure of Contractor to provide a duplicate file or back-up of PCPS software Within ten (10) Business Days after the end of each quarter during the term of the Contract and within one month after default of the Contract will result in a credit to the SFMTA of $1,000 per Business Day delay. (§IV.C.7)

E. Payment Processing

1. Processing of Funds

Failure to make deposits within one Business Day will result in a credit to SFMTA of $500 plus the calculated loss in actual interest rate for the time period of delay. (§ IV.I.2)

2. Lockbox Payment Processing

a. Failure to make the two (2) required mail pickups per Business Day on any given workday will result in a $500 credit to SFMTA per occurrence. (§ IV.I.2.a)

b. Failure to enter each batch of payments into the system within twenty-four (24) hours of receipt or no later than the end of the next Business Day, whichever is greater, will result in a credit to the SFMTA of $1,000 per occurrence.(§IV.I.2.b)

c. Failure of Contractor to maintain a 97% level of accuracy per month for all data entry of lockbox payments inputted by Contractor will result in a credit to the SFMTA of $5,000 per one (1) percent drop, per Business Day. (§IV.I.2.c)

d. Failure of Contractor to ensure that all payment documents received via mail and processed are copied and archived for a minimum of five (5) years, and that documents are stored in a manner that permits retrieval within one (1) Business Day of request will result in a credit to the SFMTA of $250 per Business Day delay (§IV.I.2.a)

F. Reconciliation of Monies

Failure to reimburse any shortage daily will result in an additional credit to SFMTA in the amount of 25% of the shortage amount. (§ IV.J.5)

G. Data Collection

1. Status of Protested Citations

Failure of Contractor's system to accurately display all information associated with the status of a Citation subject to Protest will result in a credit to SFMTA of $1,000 per incident. (§ IV.E.5)

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2. Data Accuracy

Failure to maintain a 97% level of accuracy for each day's data entry for new Citations will result in a credit of $500 per day for each Business Day that will be deducted from the Contract's charges. (§ IV.I.2.c)

3. Error Correction

Failure to repair or correct any malfunctions and errors that impact the collection of revenues by SFMTA within two (2) Business Days of receipt of notice from the SFMTA will render Contractor liable for any loss of revenue that has been caused by the default. (§ VI.C.3)

H. Additional Systems within the PCPS

1. Abandoned Vehicle Tracking System (AVTS)

a. Failure of Contractor to mail a notice to the Registered Owner and legal lien holder of an abandoned vehicle within 48 hours of identification (excluding weekends and holidays) will result in a credit to the SFMTA of $ 100 per occurrence per business day delay. (§ IV.L.1)

b. Failure of Contractor to have the AVTS in place as defined in the Agreement within 90 days of SFMTA approval of specifications will result in a credit to the SFMTA of $1,000 per Business Day of delay, unless arrangements for an extension are made and documented with SFMTA prior to the deadline. (§ IV.L.1.a)

c. Failure of Contractor to provide a report describing AVTS reporting capabilities to the SFMTA within 90 days after the Effective Date of the Agreement will result in a credit to the SFMTA of $1,000 per Business Day delay. (§ IV.L.1.b)

2. Image Management System (IMS)

a. Failure to provide an Image Management System within 90 days of the Effective Date of the Agreement will result in a credit to SFMTA of $100 per Business Day of delay unless written approval from SFMTA for the delay is secured before the provision has passed its deadline date. (§IV.L.3)

b. Failure of the Image Management System to retain up to five (5) years of manually entered records online will result in a credit to SFMTA of $1,000 per calendar day not available. (§IV.L.3)

c. Failure of the Image Management System to provide retrieval of images from Contractor's network to the SFMTA network within ten (10) seconds using SFMTA's WAN, will result in a credit to SFMTA of $100 per incident. (§IV.L.3)

3. Automated Telephone Answering System (ATAS)

Failure of Contractor to provide an implementation plan within 30 days of receipt of requirements, or to provide the system within 180 days of SFMTA's acceptance of the implementation plan. ATAS will result in a credit to the SFMTA of $1,000 per Business Day delay. (§ IV.L.4)

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4. **Pay-by-Web System (PWS)**

Failure of Contractor to provide an implementation plan within 30 days of receipt of requirements or to provide the system within 180 days of SFMTA's acceptance of the implementation plan will result in a credit to the SFMTA of $1,000 per day delay. (§IV.L.5)

5. **Pay-by-Phone System (PPS)**

Failure of Contractor to confirm all pay-by-phone transactions and transfer of funds within twenty-four (24) hours will result in a credit to the SFMTA of $500 plus the actual interest rate accrued for the time period of delay. (§IV.L.6)

6. **Parking Information Website (PIW)**

Failure of Contractor to provide modifications to the PIW will result in a credit to the SFMTA of $500 per Business Day delay. (§IV.L.7)

I. **Hardware and CMSCPS Requirements**

1. **Workstation Operational Performance**

If Contractor fails to meet the defined workstations response time requirement between Contractor's network and the SFMTA network of an average of three (3) seconds for more than 2 hours in any one-week calendar period, SFMTA shall be entitled to a credit against Contractor's monthly system charges as follows: (§ VI.C.1)

b. Greater than (>) three minutes but less than (<) 20 minutes = $1,000 per hour

c. 20 minutes or greater, but < 60 minutes = $5,000 per hour

2. **Transition to Web-based Applications**

Failure of Contractor to transition CPSCMS and associated applications to web-based versions within one (1) year of the Effective Date of the Agreement shall result in a credit to the SFMTA of $1,000 per Business Day of delay. (§VI.A)

3. **Backup Connection**

Failure of Contractor to establish an ISDN backup connection within five (5) minutes of receipt of notification from the SFMTA that any data circuit is inoperable will result in a credit to SFMTA of $1,000 per working day of delay. (§VI.C.2)

3. **Technical Support through Contractor's Network Operations Center**

Failure of Contractor to promptly resolve at least 90 percent of all incoming calls through the NOC and diagnose an additional five percent of the calls that Contractor refers to equipment or facilities vendors will result in a credit to SFMTA of $500 per incident. (§VI.D.1)

J. **Training**

1. Failure of Contractor to provide end-user manuals to the satisfaction of the SFMTA within 90 days of the Effective Date of the Agreement will result in a credit to the SFMTA of $500 per Business Day of delay. (§VI.D.3.b.i)

2. Failure of Contractor to provide functional manuals to the satisfaction of the SFMTA within 180 days of the Effective Date of the Agreement will result in a credit to the SFMTA of $500 per Business Day of delay (§VI.D.3.b.ii)

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3. Failure to provide quarterly notice of Training Plan reviews to SFMTA within 30 days after each quarter will result in a credit to SFMTA of $500 per occurrence. (§VI.D.3.b.*iii*)

K. Special Collections

1. Failure to produce a Collection Plan within 90 days of the Effective Date of the Agreement will result in a credit to the SFMTA of $250 per Business Day not received, unless prior written approval for delay is granted by SFMTA. (§ V.B)

2. Failure of Contractor to implement new components to the Collection Plan within 90 days of request and approval by the SFMTA will result in a credit to the SFMTA of $500 per Business Day not implemented. (§ V.B)

3. Failure of Contractor to provide a local telephone number and a toll-free number staffed by sufficient Customer service representatives to answer at least 96% of all calls per day within six (6) rings, between the hours of 8 a.m. and 5 p.m. on Business Days, unless otherwise directed by the SFMTA will result in a credit to the SFMTA of $100 per Business Day. . (§ V.F.1)

4. Failure of Contractor respond to written inquiries submitted by Customers within ten (10) Business Days of receipt will result in a credit to the SFMTA of $100 per occurrence. (§ V.F.2)

5. Failure of Contractor to enter into PCPS and forward any requests for Administrative Review or Hearing for Citations issued to out-of-state vehicles to the SFMTA within two (2) Business Days will result in a credit to the SFMTA of $100 per occurrence. (§ V.G)

6. Failure of Contractor to ensure that archived records can be retrieved and restored to the active PCPS database within seven (7) Business Days of request will result in a credit to the SFMTA of $100 per Business Day delay. (§ V.H)

7. Failure of Contractor to produce special collections reports will result in a credit to SFMTA of $500 per occurrence per Business Day not received, unless prior written approval for delay is granted by SFMTA. (§ V.J)

L. Noticing

1. Failure of Contractor to complete modifications to pre-printed forms within thirty (30) calendar days after final written approval by the SFMTA will result in a credit to the SFMTA of $250 per Business Day delay. (§ VIII.F)

2. Failure to provide summary data for standard notice runs and detailed information for each notice within the preceding twelve (12) months within one (1) Business Day of SFMTA's request will result in a credit to SFMTA of $250 per calendar day of delay. (§ VIII.I)

3. Failure to provide any standard noticing management report within the deadlines established by the Contract will result in a credit to the SFMTA of $100 per calendar day of delay. (§ VIII.F)

APPENDIX B
Calculation of Charges

I. Per Citation Fee

SFMTA will pay the Contractor a per citation fee for as noted in the table below for services stipulated in Appendix A, Sections II, III, IV, VI and VIII :

Citations processed per year	Year 1	Year 2	Year 3	Year 4	Year 5
First 1.5 million	$2.890	$2.890	$2.890	$2.890	$2.890
Next 250,000 (1.75 million)	$2.890	$2.890	$2.890	$2.890	$2.890
Next 250,000 (2 million)	$2.890	$2.890	$2.890	$2.890	$2.890
Next 250,000 (2.25 million)	$2.601	$2.601	$2.601	$2.601	$2.601
Next 250,000 (2.5 million)	$2.340	$2.340	$2.340	$2.340	$2.340
Next 250,000 (2.75 million)	$1.872	$1.872	$1.872	$1.872	$1.872
Above 2.75 million	$1.497	$1.497	$1.497	$1.497	$1.497

II. Special Collections Fee

SFMTA will pay the Contractor a 34% Special Collections contingency fee for services as stipulated in Appendix A, Section V–Special Collections System.

	Special Collections Fee
Year 1	34%
Year 2	34%
Year 3	34%
Year 4	34%
Year 5	34%

September 24, 2008

APPENDIX C

Performance Bond
(To be inserted at time of Contract Award)

APPENDIX D

Remaining Payments for Existing Handheld Device Payments as of October 2008

Hardware Buyout	Amount Paid	Cumulative Paid	End of Mo. Bal.	Software Payment *The following Payment Schedule applies only if City wishes to continue software licenses*
Oct-08	$16,833	$941,320	$68,680	$5,500
Nov-08	$16,833	$958,153	$51,847	$5,500
Dec-08	$16,833	$974,986	$35,014	$5,500
Jan-09	$16,833	$991,819	$18,181	$5,500
Feb-09	$16,833	$1,008,652	$1,348	$5,500
Mar-09	$1,348	$1,010,000	$0	$5,500
Apr-09	$1			$5,500
	$85,514			$38,5000

APPENDIX E

Remaining Payments for Mobile License Recognition Devices as of October 2008

The following are descriptions of the original agreements, with the remaining payment schedule tables.

Contractor shall provide one AutoVu unit to the SFMTA's Enforcement Division for use in a three-month pilot program, equipped for Scofflaw specific use (i.e., boot and tow activity) to include: hardware, software, delivery, onsite installation, one-year warranty, two days of manufacturer provided onsite training, and annual maintenance in years two through three. This unit will be provided for a three-year period, at no cost to the MTA. Should the agreement be terminated before the three-year period is complete, a prorated lump sum amount will be due in full as detailed in this Appendix B (Chart A below). At the end of the three-year period or the termination of the current agreement and resultant payoff of the balance owed to the Contractor by the City, ownership of the AutoVu unit(s) will transfer to the City.

CHART A -- One AutoVu Complete Unit, provided by PRWT for DPT use, Monthly Balance Schedule -- First Unit provided for Scofflaw

Remaining Payments Beginning October 2008	Date	One Complete Unit + Sales Tax + Maintenance (Y2, Y3) Monthly Offset	Maintenance Fee	Cumulative Offset (Balance Adjusted to Include Maintenance Fee)	End of Month Balance (Unit Price = $86,900+ 8.5% Sales Tax + Maintenance)
Oct-08	TBD	$3,214.92	$2,619	$73,222.92	$35,364.08
Nov-08	TBD	$3,214.92	$2,619	$76,437.83	$32,149.17
Dec-08	TBD	$3,214.92	$2,619	$79,652.75	$28,934.25
Jan-09	TBD	$3,214.92	$2,619	$82,867.67	$25,719.33
Feb-09	TBD	$3,214.92	$2,619	$86,082.58	$22,504.42
Mar-09	TBD	$3,214.92	$2,619	$89,297.50	$19,289.50
Apr-09	TBD	$3,214.92	$2,619	$92,512.42	$16,074.58
May-09	TBD	$3,214.92	$2,619	$95,727.33	$12,859.67
Jun-09	TBD	$3,214.92	$2,619	$98,942.25	$9,644.75
Jul-09	TBD	$3,214.92	$2,619	$102,157.17	$6,429.83
Aug-09	TBD	$3,214.92	$2,619	$105,372.08	$3,214.92
Sep-09	TBD	$3,214.92	$2,619	$108,587.00	$0.00

Should the Enforcement division's use of the first AutoVu unit result in an 8% increase in Scofflaw activity (boot and tow) during the three-month pilot, as measured against DPT logs for the previous 12 months, the Contractor will provide a second AutoVu unit equipped for use as specified by the City. At the end of the three-year period or the termination of the current agreement and resultant payoff of the balance owed to the Contract by the City, ownership of the AutoVu unit(s) will transfer to the City. Should the agreement be terminated before the three-year period is complete, a prorated lump sum amount will be due in full detailed in this Appendix E (Chart B below).

CHART B – One AutoVu Complete Unit, provided by PRWT for DPT use, Monthly Balance Schedule – Second Unit provided for timed parking violations

Remaining Payments beginning October 2008	One Complete Unit + Sales Tax + Maintenance (Y2, Y3) Monthly Offset	Maintenance Fee	Cumulative Offset (Balance Adjusted to Include Maintenance Fee)	End of Month Balance (Unit Price = $86,900+ 8.5% Sales Tax + Maintenance)
Oct-08	$3,214.92	$2,619	$73,222.92	$35,364.08
Nov-08	$3,214.92	$2,619	$76,437.83	$32,149.17
Dec-08	$3,214.92	$2,619	$79,652.75	$28,934.25
Jan-09	$3,214.92	$2,619	$82,867.67	$25,719.33
Feb-09	$3,214.92	$2,619	$86,082.58	$22,504.42
Mar-09	$3,214.92	$2,619	$89,297.50	$19,289.50
Apr-09	$3,214.92	$2,619	$92,512.42	$16,074.58
May-09	$3,214.92	$2,619	$95,727.33	$12,859.67
Jun-09	$3,214.92	$2,619	$98,942.25	$9,644.75
Jul-09	$3,214.92	$2,619	$102,157.17	$6,429.83
Aug-09	$3,214.92	$2,619	$105,372.08	$3,214.92
Sep-09	$3,214.92	$2,619	$108,587.00	$0.00

APPENDIX F

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Record Retention and Destruction Policy

The San Francisco Municipal Transportation Agency Record Retention and Destruction Policy is adopted pursuant to Chapter 8 of the San Francisco Administrative Code, which requires each department head to maintain records and create a records retention and destruction schedule. This policy supersedes all previous record retention and destruction policies issued by the San Francisco Municipal Transportation Agency.

This policy covers all records and documents, regardless of physical form or characteristics, which have been made or received by the San Francisco Municipal Transportation Agency in connection with the transaction of public business.

Note: as of the date of the Effective Date of the contract, the Record Retention Schedule is undergoing review by the agency. The document will be attached to this appendix upon completion.

PART I: POLICY AND PROCEDURES

a. RETENTION POLICY

The San Francisco Municipal Transportation Agency shall retain records for the period of their immediate or current use, unless longer retention is necessary for historical reference, or to comply with contractual or legal requirements, or for other purposes as set forth below. For record retention and destruction purposes, the term "record" is defined as set forth in Section 8.1 of the San Francisco Administrative Code. Documents and other materials that do not constitute "records" under that section, including those described below in Category 4, may be destroyed when no longer needed, unless otherwise specified in Part II. The records of the San Francisco Municipal Transportation Agency shall be classified for purposes of retention and destruction as follows:

Category 1: Permanent Retention. Records that are permanent or essential shall be retained and preserved indefinitely.

· Permanent records. Permanent records are records required by law to be permanently retained and which are ineligible for destruction unless they are microfilmed or placed on an optical imaging system, and special measures are followed. Admin. Code Section 8.4. Once these measures are followed, the original paper records may be destroyed. Duplicate copies of permanent records may be destroyed whenever they are no longer necessary for the efficient operation of the San Francisco Municipal Transportation Agency. Examples of permanent records include project files, Board files, internal and external audits and personnel hiring and disciplinary records. Not every department will have permanent records.

· Essential records. Essential records are records necessary for the continuity of government and the protection of the rights and interests of individuals. Admin. Code Section 8.9. Examples of essential records are: Fleet Engineering Records, Accident Records and Grant Awards and Modifications.

Category 2: Current Records. Current records are records that for convenience, ready reference or other reasons are retained in the office space and equipment of the Department. Current records shall be retained as follows:

· Where retention period specified by law. Where federal, state, or local law prescribes a definite period of time for retaining certain records, the San Francisco Municipal Transportation Agency will retain the records for the period specified by law. Examples of records required to be maintained for a specific period are Worker's Compensation Records, grievances and payroll records; e.g., Conflict of Interest Form 700 must be retained 7 years pursuant to Gov. Code §81009(e); Accident-Injury reports must be retained 5 years pursuant to 29 CFR 1404.6.

· Where no retention period specified by law. Where no specific retention period is specified by law, the retention period for records that the department is required to retain shall be specified in the attached Record Retention and Destruction Schedule. Records shall be retained for a minimum of two years, although such records may be treated as "storage records" and placed in storage at any time during the applicable retention period. Examples of current records include: correspondence, schedules and administrative records.

Category 3: Storage Records. Storage records are records that are retained offsite. Storage records are subject to the same retention requirements as current records. Example of storage records include citizen complaints, invoices and payroll correction reports.

Category 4: No Retention Required. Documents and other materials that are not "records" as defined by Admin. Code section 8.1 need not be retained unless retention is otherwise required by local law or by the attached Record Retention and Destruction Schedule. Documents and other materials (including originals and duplicates) that are not otherwise required to be retained, are not necessary to the functioning or continuity of the Department and which have no legal significance may be destroyed when no longer needed. Examples include materials and documents generated for the convenience of the person generating them, draft documents (other than some contracts) that have been superseded by subsequent versions, or rendered moot by departmental action, and duplicate copies of records that are no longer needed. Specific examples include telephone message slips, miscellaneous correspondence not requiring follow-up or departmental action, notepads, e-mails that do not contain information required to be retained under this policy, and chronological files.

With limited exceptions, no specific retention requirements are assigned to documents in this category. Instead, it is up to the originator or recipient to determine when the document's business utility has ended.

b. RECORDS NOT ADDRESSED IN THE RECORD RETENTION SCHEDULE

Records and other documents or materials that are not expressly addressed by the attached schedule may be destroyed at any time provided that they have been retained for the periods prescribed for substantially similar records.

C. STORAGE OF RECORDS

Records may be stored in the San Francisco Municipal Transportation Agency's office space or equipment if the records are in active use or are maintained in the office for convenience or ready reference. Examples of active files appropriately maintained in the San Francisco Municipal Transportation Agency's office space or equipment include active chronological files, research and reference files, legislative drafting files, pending complaint files, administrative files, and personnel files. Inactive records, for which use or reference has diminished sufficiently to permit removal from the San Francisco Municipal Transportation Agency's office space or equipment, may be sent to the City's off-site storage facility or maintained in the SFMTA's storage facility.

D. HISTORICAL RECORDS

Historical records are records that are no longer of use to the SFMTA but which because of their age or research value may be of historical interest or significance. Historical records may not be destroyed except in accordance with the procedures set forth in Administrative Code section 8.7.

c. PENDING CLAIMS AND LITIGATION

The retention periods set forth in the attached record retention schedule shall not apply to materials that are otherwise eligible for destruction, but which may be relevant to a pending claim or litigation against the city. Once the San Francisco Municipal Transportation Agency becomes aware of the existence of a claim against the SFMTA, the SFMTA will retain all documents and other materials related to the claim until such time as the claim or subsequent litigation has been resolved. When the SFMTA has reason to believe that one or more other city departments have records relating to the claim or litigation, those departments will also be notified by the SFMTA of the need to retain such records.

APPENDIX G

Contractor Disaster Plan

To be provided within 60 days of Effective Date of the Agreement.